

Thomas-Jensen  
Affirmation  
(redacted)

Exhibit # 28

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND**

STATE OF NEW YORK; STATE OF  
CALIFORNIA; STATE OF ILLINOIS; STATE OF  
RHODE ISLAND; STATE OF NEW JERSEY;  
COMMONWEALTH OF MASSACHUSETTS;  
STATE OF ARIZONA; STATE OF COLORADO;  
STATE OF CONNECTICUT; STATE OF  
DELAWARE; THE DISTRICT OF COLUMBIA;  
STATE OF HAWAII; STATE OF MAINE; STATE  
OF MARYLAND; STATE OF MICHIGAN; STATE  
OF MINNESOTA; STATE OF NEVADA; STATE  
OF NORTH CAROLINA; STATE OF NEW  
MEXICO; STATE OF OREGON; STATE OF  
VERMONT STATE OF WASHINGTON; STATE  
OF WISCONSIN,

Plaintiffs,

v.

DONALD TRUMP, IN HIS OFFICIAL CAPACITY  
AS PRESIDENT OF THE UNITED STATES; U.S.  
OFFICE OF MANAGEMENT AND BUDGET;  
MATTHEW J. VAETH, IN HIS OFFICIAL  
CAPACITY AS ACTING DIRECTOR OF THE  
U.S. OFFICE OF MANAGEMENT AND  
BUDGET; U.S. DEPARTMENT OF THE  
TREASURY; SCOTT BESSENT, IN HIS  
OFFICIAL CAPACITY AS SECRETARY OF THE  
TREASURY; PATRICIA COLLINS IN HER  
OFFICIAL CAPACITY AS TREASURER OF THE  
U.S.; U.S. DEPARTMENT OF HEALTH AND  
HUMAN SERVICES; DOROTHY A. FINK, M.D.,  
IN HER OFFICIAL CAPACITY AS ACTING  
SECRETARY OF HEALTH AND HUMAN  
SERVICES; U.S. DEPARTMENT OF  
EDUCATION; DENISE CARTER, IN HER  
OFFICIAL CAPACITY AS ACTING SECRETARY  
OF EDUCATION; U.S. FEDERAL EMERGENCY  
MANAGEMENT AGENCY; CAMERON  
HAMILTON, IN HIS OFFICIAL CAPACITY AS  
ACTING ADMINISTRATOR OF THE U.S.  
FEDERAL EMERGENCY MANAGEMENT

C.A. No. 25-cv-39-JJM-PAS

AGENCY; U.S. DEPARTMENT OF  
TRANSPORTATION;  
JUDITH KALETA, IN HER OFFICIAL  
CAPACITY AS ACTING SECRETARY OF  
TRANSPORTATION;  
U.S. DEPARTMENT OF LABOR; VINCE  
MICONE, IN HIS OFFICIAL CAPACITY AS  
ACTING SECRETARY OF LABOR; U.S.  
DEPARTMENT OF ENERGY; INGRID KOLB, IN  
HER OFFICIAL CAPACITY AS ACTING  
SECRETARY OF THE U.S. DEPARTMENT OF  
ENERGY; U.S. ENVIRONMENTAL  
PROTECTION AGENCY; JAMES PAYNE, IN HIS  
OFFICIAL CAPACITY AS ACTING  
ADMINISTRATOR OF THE U.S.  
ENVIRONMENTAL PROTECTION AGENCY;  
U.S. DEPARTMENT OF HOMELAND  
SECURITY; KRISTI NOEM, IN HER CAPACITY  
AS SECRETARY OF THE U.S. DEPARTMENT  
OF HOMELAND SECURITY; U.S.  
DEPARTMENT OF JUSTICE; JAMES R.  
McHENRY III, IN HIS OFFICIAL CAPACITY AS  
ACTING ATTORNEY GENERAL OF THE U.S.  
DEPARTMENT OF JUSTICE; THE NATIONAL  
SCIENCE FOUNDATION and DR.  
SETHURAMAN PANCHANATHAN, IN HIS  
CAPACITY AS DIRECTOR OF THE NATIONAL  
SCIENCE FOUNDATION,

Defendants.

**DECLARATION OF MICHELLE BUFFINGTON**

I, Michelle Buffington, declare as follows:

1. I am a resident of the State of California. I am over the age of 18 and have personal knowledge of all the facts stated herein, except to those matters stated upon information and belief; as to those matters, I believe them to be true. If called as a witness, I could and would testify competently to the matters set forth below.

2. I am currently employed by the California Air Resources Board ("CARB") as the Interim Chief of the Fiscal Services Division. I have held this position since October 14, 2024.

3. CARB is a California state agency charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change.

4. As the Interim Chief of the Fiscal Services Division, I oversee all accounting, acquisition, and budgeting work of the agency. My knowledge of the federal funding received by CARB is based on my review of financial records and contracts and communications with my staff and contract managers within the agency. It is within the course of my duties to supervise Jessica Kerndt, Staff Services Manager II, and Jer Yang, Associate Accounting Analyst. Ms. Yang is CARB's coordinator for federal grants and is responsible for federal draw downs and reimbursements; grant applications; tracking grant award amounts, expenditures, drawdowns, and disbursements; maintaining accounting records; and preparing and submitting annual financial statements and federal reports. Ms. Yang has access to the Automated Standard Application for Payments ("ASAP"). My knowledge includes matters relayed to me by Ms. Kerndt and Ms. Yang, along with CARB staff from other divisions assigned to the grant programs discussed herein, with whom I have consulted.

5. I am informed and believe that, between 2021 and the present, CARB applied for and was awarded federal grants, including the following five (5): 5A98T65301 (Inflation Reduction Act - CAA Special Purpose Activities); 5D98T67201 (Inflation Reduction Act - Climate Pollution Reduction Planning); 5T97T20001 (Inflation Reduction Act - Multipollutant Air Monitoring / Direct Monitoring Grants Section 60105(b) - Expansion of Air Monitoring Sites for Real-Time Sampling and Analysis of Toxics Air Contaminant); 5U97T05701 (Inflation Reduction Act - Air Quality Sensors in Low-Income and Disadvantaged Communities /Direct



Monitoring Grants Section 60105(c) - Building Capacity for Rapid Deployment of Community Monitoring in Underserved Areas); 5X98T56901 (Inflation Reduction Act - CAA Special Purpose Activities). I understand that the funds for these grant programs were appropriated by Congress as part of the Inflation Reduction Act of 2022 (P.L. 117-169) ("IRA"). This includes those programs taken in by and created by the IRA, such as, but not limited to, the State Clean Diesel Grant Program and the Climate Pollution Reduction Grant.

6. True and accurate copies of the final grant award documents are attached hereto as Exhibits A-E, each reflecting the date these award documents were executed. True and accurate copies of the terms and conditions applicable to those grants are included in those award documents and the incorporated EPA General Terms and Conditions based on the time of award. EPA General Terms and Conditions for time period of October 1, 2022 or later are currently posted at the following website: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>. EPA General Terms and Conditions for time period of October 1, 2024 or later are currently posted at the following website: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>.

7. CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change and reduce exposures to air toxics. CARB's mission is to promote and protect public health, welfare, and ecological resources by effectively reducing air pollutants while recognizing and considering effects on the economy. CARB is the lead agency for climate change programs and oversees all air pollution control efforts in California to attain and maintain health-based air quality standards and develop regulations to reduce exposures to unhealthy air pollutants. In my capacity as Interim Chief of the Fiscal Services Division, I am responsible for overseeing the status of funding sources for

CARB's programs, including federal grant awards. I understand and believe that CARB was awarded four (4) grants that will be used to support the above stated goals in four key areas:

- a. EPA Grant # 5T97T20001: Conduct air monitoring of a range of volatile organic compounds (VOCs), including air toxics such as Ethylene Oxide, and particulate matter composition, including black carbon (BC), by expanding existing stationary ambient air monitoring sites using state of the art sampling and analysis technologies. The total budget for this grant is \$1,035,400.00.
- b. EPA Grant # 5U97T05701: Assist and guide disadvantaged and tribal communities by providing real time monitoring. The project will include procurement of lower-cost air quality sensors, training air monitoring staff, disadvantaged communities, and tribal groups on instrument operation, and deployment of sensors to increase the existing sensor network. The total budget for this grant is \$55,914.00.
- c. EPA Grant # 5A98T65301: Conduct regional air monitoring of air toxics and PM<sub>2.5</sub> speciation using state of the art in-situ sampling and analysis technologies. These technologies are recently commercially available to state and local air monitoring agencies and allow for "24-7" monitoring of key pollutants. This will allow collection of unprecedented air toxics and PM<sub>2.5</sub> speciation datasets and may lead to a better understanding of the formation and fate of key air toxics and PM<sub>2.5</sub>. The total budget for this grant is \$923,447.00.

- d. EPA Grant # 5X98T56901: Support community and local efforts to monitor their own air quality and to promote air quality monitoring partnerships between communities and tribal, state, and local governments that leverage existing air quality expertise, expand use of community monitoring groups and other approaches that give the community a voice in the monitoring of the air quality, and build a foundation of trusting relationships and enhanced understanding from which sustainable solutions to community air pollution problems can be found. The total budget for this grant is \$499,100.00.

8. I understand and believe the following: CARB has also been awarded EPA Grant # 5D98T67201 under the Climate Pollution Reduction Grants (CPRG) Program. The purpose of planning grants under the CPRG Program are to develop three climate plans over four years. Most states, hundreds of metropolitan statistical areas (MSAs), and many U.S. territories and Tribal Nations were recipients of CPRG planning grants and have completed the first of these plans, the Priority Climate Action Plan (PCAP), in Spring 2024. The climate actions listed in PCAPs were then eligible for \$4.6 billion in competitive implementation funding through a separate part of the CPRG program. Currently CPRG planning grant recipients are developing Comprehensive Climate Action Plans (CCAPs), or comprehensive, economy-wide climate mitigation and carbon sequestration plans to support actions to reduce greenhouse gases (GHG) and harmful air pollutants and to conduct meaningful engagement with low- income and disadvantaged communities. The third report will be a Status Report on CPRG planning grant and implementation activities. In general, activities under the CPRG planning grant include the development, updating, and evaluation of plans to reduce climate pollution (i.e., to reduce GHG



emissions and/or enhance carbon sinks). Specific activities include developing a greenhouse gas inventory, quantifying greenhouse gas reduction measures, conducting a low income and disadvantaged communities benefit analysis, review of authority to implement climate actions and stakeholder engagement. The total budget for this grant is \$2,997,550.00.

9. I have reviewed President Trump's executive order titled "Unleashing American Energy," dated January 20, 2025 ("Energy EO"). It is my understanding that CARB first became aware of the Energy EO on January 21, 2025. It is my understanding that Section 7 of the Energy EO orders all agencies to "immediately pause the disbursement of funds appropriated through the Inflation Reduction Act of 2022 (Public Law 117-169) or the Infrastructure Investment and Jobs Act (Public Law 117-58)." I understand that the funds and disbursements targeted in the Energy EO include disbursements to CARB under our current federal funding sources, described above.

10. I have reviewed the Memorandum for Heads of Executive Departments and Agencies, M-25-13, dated January 27, 2025, issued by the Executive Office of the President of the United States, Office of Management and Budget, Matthew J. Vaeth, Acting Director, regarding "Temporary Pause of Agency Grant, Loan, and Other Financial Assistance Programs" ("OMB Memo"). It is my understanding that CARB first became aware of the OMB Memo on January 28, 2025. It is my understanding that the OMB Memo requires all federal agencies to "pause" all activities related to disbursement of all federal financial assistance, which I understand would include disbursements to CARB under our current federal funding sources, described above.

11. Pursuant to my responsibility for overseeing the status of funding sources, including the tracking of the federal funding freeze, I have reviewed the email received by



CARB employee Sarah Jo Szambelan, Air Pollution Specialist in CARB's Executive Office, on February 3, 2025, at 7:16 am Pacific Standard Time from Tetra Tech, the U.S. Environmental Protection Agency's consulting firm that processes CARB's quarterly reports under the CPRG program. I am informed and believe that the response was to CARB's January 31, 2025 submission of its CPRG planning grant quarterly report for the period of October 1 through December 31, 2024. The email from Tetra Tech stated, "[i]n accordance with the Executive Order Unleashing American Energy, unobligated funds (including unobligated commitments) appropriated by the Inflation Reduction Act of 2022 (P.L. 117-169) and the Infrastructure Investment and Jobs Act (P.L. 117-58) are paused. Pursuant to this pause, responses to inquiries to these inboxes are temporarily stopped. Thank you." A true and correct copy of that email is attached hereto as Exhibit F.

12. It is my understanding that CARB's budget for this year has relied on funding from 5A98T65301 (Inflation Reduction Act - CAA Special Purpose Activities); 5D98T67201 (Inflation Reduction Act - Climate Pollution Reduction Planning); 5T97T20001 (Inflation Reduction Act - Multipollutant Air Monitoring / Direct Monitoring Grants Section 60105(b) - Expansion of Air Monitoring Sites for Real-Time Sampling and Analysis of Toxics Air Contaminant); 5U97T05701 (Inflation Reduction Act - Air Quality Sensors in Low-Income and Disadvantaged Communities /Direct Monitoring Grants Section 60105(c) - Building Capacity for Rapid Deployment of Community Monitoring in Underserved Areas); and 5X98T56901 (Inflation Reduction Act - CAA Special Purpose Activities). It is my understanding that CARB has taken actions based on the anticipated receipt of the federal funding promised in these awards, including without limitation the following: procuring equipment, conducting community meetings, and redirecting staff to support initiatives.

13. CARB has been unable to access disbursements to which it is entitled under the IRA. In my capacity as Interim Chief of CARB's Fiscal Services Division, I oversee administrative and accounting staff whose job duties include reporting to me accurate and current information regarding the status of funding sources for CARB's programs, current balances, and other relevant information. It is my understanding that on January 31, 2025, at approximately 8:50 a.m. Pacific Standard Time, in the exercise of her job duties, Ms. Yang, who is in my chain of command, logged on to the ASAP, the federal government's electronic system for transferring money to grant recipients, including CARB. She noticed that several of our federal grants were no longer accessible in ASAP. Upon further investigation, she confirmed that the funding for our five federal IRA grants has been removed from ASAP, meaning CARB could not draw down against these grants to pay for any work performed under these five grants. I reviewed a screenshot of Ms. Yang's finding on ASAP where CARB's federal grants were no longer accessible.

14. A true and correct screenshot of the ASAP on January 31, 2025, as captured by Ms. Yang, is reproduced below.

Recipient : <u>AIR RESOURCES BOARD (0664511)</u>			
Federal Agency : <u>RTPFC-Grants (68128933)</u>			
Cash on Hand : \$		Total : \$	
Account ID	Account Status	Requestor Reference Number	Available Balance
<u>IP98T19201</u>	Open	test	\$27,781.89
<u>A00901319</u>	Open	test	\$252,282.87
<u>A00901324</u>	Open	test	\$8,628,508.00
<u>Q998T22201</u>	Open	test	\$1,321,334.10
<u>Q598T86601</u>	Open	test	\$932,647.48
<u>Q594029801</u>	Open	test	\$130,418.18
<u>PM98T82201</u>	Open	test	\$584,109.56
<u>TA98T15201</u>	Open	test	\$2,541,164.72
<u>TA98T15301</u>	Liquidated	test	\$259,611.68
<u>TA98T15401</u>	Open	test	\$548,625.85
<u>TA98T30201</u>	Open	test	\$63,476.21
<u>TA98T91701</u>	Open	test	\$1,429,426.92

15. The ASAP screen on January 31, 2025, was missing five rows corresponding to the five IRA grants that CARB has been awarded. For reference, a true and correct screenshot of the ASAP recorded by Ms. Yang on January 28, 2025, which shows the rows corresponding to the five IRA grants as open on that date, is attached hereto as Exhibit G. As of January 28, 2025, the grants had the following remaining balances:

Grant Number	Available Balance
5A98T65301	\$383,393.16
5D98T67201	\$2,838,849.61
5T97T20001	\$1,035,400.00
5U97T05701	\$55,914.00
5X98T56901	\$499,100.00

16. It is my understanding that Ms. Yang logged into ASAP on January 31, 2025, in order to check the status of CARB's grants with the U.S. Environmental Protection Agency, and that as of January 31, 2025, CARB was in compliance with all the terms and conditions relevant for receiving reimbursement.

17. It is my understanding that the balance in these grant accounts corresponded to funds Congress appropriated in the IRA for the purpose of carrying out the grant programs described above, which were duly apportioned and obligated to CARB.

18. I am informed and believe that Ms. Yang also logged into ASAP in order to check the status of CARB's grants with the U.S. Environmental Protection Agency at approximately 5:02 p.m. Pacific Standard Time on February 3, 2025; 8:10 a.m. Pacific Standard Time on February 4, 2025; and 1:11 p.m. Pacific Standard Time on February 4, 2025; and 7:50 a.m.



Pacific Standard Time on February 5, 2025, and CARB's five IRA grants were still missing from the ASAP website during these times.

19. Ms. Yang, on behalf of CARB, sent an email on February 4, 2025, at 8:54 a.m. Pacific Standard Time to relevant U.S. Environmental Protection Agency officials inquiring about CARB's five IRA grants missing from ASAP. For reference, a true and correct copy of the February 4, 2025 email sent to EPA is attached hereto as Exhibit H. As of approximately 11:40 a.m. Pacific Standard Time on February 5, 2025, CARB has not received a response to the email from EPA.

20. Any further pause in our federal funding would cause harm to CARB and other entities impacted by the grants. For example, I am informed and believe the following regarding the CPRG Program: To date, California's activities under the CPRG program have generated the participation of over 300 attendees to public meetings, resulted in the submission of dozens of climate actions to be included in the state's PCAP, and resulted in new coordination across state agencies and between state agencies and local governments and Tribal Nations. The largest competitive CPRG award was granted to local governments in Southern California as a result of effective PCAP and competitive grant application coordination across State and local governments. The CPRG planning grant program is slated to run through the end of 2027, and such coordination is only expected to deepen, leading to more effective climate planning and project implementation statewide. The CPRG program has created new relationships and channels of communication for such coordination and conversations and has also funded positions that make this work possible. The State of California's CPRG efforts rely on several staff, one of which is entirely funded by CPRG funding, and the ten MSAs in California with their own planning grants may have also hired staff with CPRG funding. As outlined in CARB's



2022 Scoping Plan for Achieving Carbon Neutrality, which lays out a path to achieve climate targets set by the California Legislature, to reach California's science-based statutory emissions reduction, such collaboration with local governments on actions uniquely under local control is essential. Loss of CPRG planning grant funding removes a proven method of coordination to maximize and strengthen the effectiveness of California climate planning and action across multiple levels of government. In particular, over the next year, the state and the ten MSAs in California with their own planning grants, as well as several Tribal Nations will not be able to complete their CCAPs without CPRG funding. The delay or loss of these state, MSA, and tribal CCAPs will seriously impede the stakeholder processes, research, analysis, and ongoing coordination across different levels of government that are necessary for CARB to effectively protect the millions of Californians already grappling with the effects of climate change.

21. Additionally, CARB's staff is concerned that if CARB is unable to perform under the grants identified above, communities and other stakeholders will be reluctant to work with CARB and U.S. EPA in the future as these grants were intended to be collaborative. It is my understanding that communities have invested significant time working with CARB on the grants, which they may view as unproductive if the funding is lost.

22. It is my understanding that CARB has purchased equipment and services to implement the air monitoring grant programs discussed above, and failure to disburse the promised funding will impact payment for such equipment and services. This uncertainty over these grants has disrupted CARB's ability to budget, plan for implementing the air monitoring grants, and carry out its mission under these programs. Under an extended freeze of these disbursements, CARB would have to redirect funds from other programs to pay for such

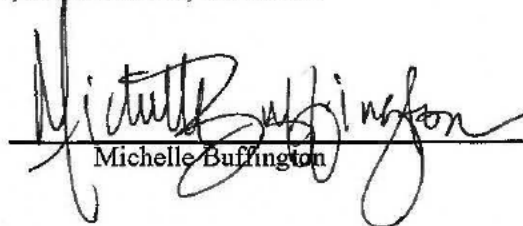
equipment and services, which could limit CARB's other services and activities supported by the redirected funds.

23. I am informed and believe the following: CARB stakeholders, including the Environmental Health Coalition (EHC), San Diego Foundation, and the Leadership Counsel for Justice and Accountability, have also experienced impacts from the federal funding freeze related to their federal grants, which could foreseeably impact CARB. CARB is charged with implementing community air protection at the local scale. Demands for a local-scale approach to improve air quality far exceed state resources, and therefore CARB depends on local entities and other stakeholders for this work. Loss of federal funding to these stakeholders would mean that CARB's resources will be stretched even more and air quality gains, green space improvements, and programs to build resilience to extreme heat will be delayed or lost.

24. We continue to be concerned that the funding will again be delayed or denied because CARB's five IRA-funded grants remained missing from ASAP as of approximately 7:50 a.m. Pacific Standard Time on February 5, 2025, despite CARB notifying EPA of the issue.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 5, 2025, at Sacramento, California.

  
Michelle Buffington

# EXHIBIT A

5A - 98T65301 - 0 Page 1

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 98T65301 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 5A		<b>DATE OF AWARD</b> 08/10/2023
		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 08/15/2023
		<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 90245
		<b>RECIPIENT TYPE:</b> State		
<b>RECIPIENT:</b> Air Resources Board 1001 I Street Sacramento, CA 95814-2828 <b>EIN:</b> 68-0288069		<b>PAYEE:</b> Air Resources Board 1001 I Street Sacramento, CA 95814-2828		
<b>PROJECT MANAGER</b> Adam Yang 1001 I Street Sacramento, CA 95814-2828 <b>Email:</b> Adam.Yang@arb.ca.gov <b>Phone:</b> 279-208-7641		<b>EPA PROJECT OFFICER</b> Angela Latigue 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 <b>Email:</b> latigue.angela@epa.gov <b>Phone:</b> 415-947-4170		<b>EPA GRANT SPECIALIST</b> Alba Espitia Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 <b>Email:</b> espitia.alba@epa.gov <b>Phone:</b> 415-972-3667
<b>PROJECT TITLE AND DESCRIPTION</b> Inflation Reduction Act - CAA Special Purpose Activities  This agreement provides funding under the Inflation Reduction Act (IRA) to the California Air Resources Board. The purpose of this grant is to purchase air sampling and analysis technologies and train staff in operation and maintenance of the technologies. Specifically, the recipient will purchase and utilize on a pilot basis, new in-situ sampling and analysis technologies to help guide air monitoring decisions in the decade to come and assess the performance and feasibility of the use of similar equipment in the field.  This Assistance Agreement provides full federal funding in the amount of \$923,447. Pre-Award costs are approved back to July 1, 2023.  The activities include purchasing instrumentation, training staff, developing Standard Operating Procedures (SOPs), collecting data, conducting analysis and preparing reports. The anticipated deliverables include adopted SOPs and reports to EPA, continued collection of accurate data that is reviewed, and submitted to EPA's Air Quality System (AQS), and analysis reports. The expected outcomes include improved understanding of air pollution in the communities where technologies are deployed. The intended beneficiaries include the residents located in Northern, Central and Southern California. No subawards are included in this assistance agreement.				
<b>BUDGET PERIOD</b> 07/01/2023 - 06/30/2026	<b>PROJECT PERIOD</b> 07/01/2023 - 06/30/2026	<b>TOTAL BUDGET PERIOD COST</b> \$923,447.00	<b>TOTAL PROJECT PERIOD COST</b> \$923,447.00	
<b>NOTICE OF AWARD</b>  Based on your Application dated 04/17/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$923,447.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$923,447.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Carolyn Truong - Grants Management Officer				<b>DATE</b> 08/10/2023



## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$923,447	\$923,447
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$923,447	\$923,447

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$913,000
5. Supplies	\$0
6. Contractual	\$10,447
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$923,447
10. Indirect Costs: 0.00 % Base : N/A	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$923,447
12. Total Approved Assistance Amount	\$923,447
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$923,447
15. Total EPA Amount Awarded To Date	\$923,447

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Federal Financial Reporting (FFR)**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to June 30 of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtafc-grants@epa.gov](mailto:rtafc-grants@epa.gov) no later than September 30 of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtafc-grants@epa.gov](mailto:rtafc-grants@epa.gov) within 120 days after the end of the project period.)

### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

*State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.*

### **C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)**

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. For section 2B, the Region 9 EPA DBA Coordinator is Alexandra Perez, email: [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov), phone: 415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Grants Specialist identified on page 1 of the award document.

#### **D. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

### **Programmatic Conditions**

#### **Grant Programmatic Terms and Conditions**

##### **a. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

##### **Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

##### **Performance Reports - Frequency**

The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer within 30 days after the reporting periods end (every six-month period). The reporting periods are *April 1 - September 30; October 1 - March 31*.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

##### **b. CYBERSECURITY CONDITION**

##### **State Grant Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks



used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

#### **c. COMPETENCY POLICY**

##### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **d. QUALITY ASSURANCE**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

Prior to beginning environmental information operations, the recipient must:

- a. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.
- b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 90 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.


**For Reference:**

- Quality Management Plan (QMP) Standard and EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans, Appendix C provides a QAPP Checklist.
- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

EPA's Quality Assurance Office can be contacted at 415-972-3431.

**END-OF-DOCUMENT**

# EXHIBIT B

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Grant Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 98T67201		<b>DATE OF AWARD</b> 07/20/2023		
			<b>MODIFICATION NUMBER:</b> 0				
			<b>PROGRAM CODE:</b> 5D		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 07/25/2023
			<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 90245		
<b>RECIPIENT TYPE:</b> State			<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov				
<b>RECIPIENT:</b> Air Resources Board 1001 I Street Sacramento, CA 95814-2828 <b>EIN:</b> 68-0288069			<b>PAYEE:</b> Air Resources Board 1001 I Street Sacramento, CA 95814-2828				
<b>PROJECT MANAGER</b>		<b>EPA PROJECT OFFICER</b>		<b>EPA GRANT SPECIALIST</b>			
Adam Yang 1001 I Street Sacramento, CA 95814 <b>Email:</b> adam.yang@arb.ca.gov <b>Phone:</b> 279-208-7641		Asia Yeary 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 <b>Email:</b> yeary.asia@epa.gov <b>Phone:</b> 808-342-5675		Alba Espitia Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 <b>Email:</b> espitia.alba@epa.gov <b>Phone:</b> 415-972-3667			
<b>PROJECT TITLE AND DESCRIPTION</b> Inflation Reduction Act - Climate Pollution Reduction Planning See Attachment 1 for project description.							
<b>BUDGET PERIOD</b> 06/01/2023 - 05/31/2027		<b>PROJECT PERIOD</b> 06/01/2023 - 05/31/2027		<b>TOTAL BUDGET PERIOD COST</b> \$2,997,550.00			
				<b>TOTAL PROJECT PERIOD COST</b> \$2,997,550.00			
<b>NOTICE OF AWARD</b>							
Based on your Application dated 04/28/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$2,997,550.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$2,997,550.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.							
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>				
<b>ORGANIZATION / ADDRESS</b>			<b>ORGANIZATION / ADDRESS</b>				
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9, Air and Radiation Division R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105				
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>							
<b>Digital signature applied by EPA Award Official</b> Carolyn Truong - Grants Management Officer					<b>DATE</b> 07/20/2023		



## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$2,997,550	\$2,997,550
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$2,997,550	\$2,997,550

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.046 - Climate Pollution Reduction Grants	Clean Air Act: Sec. 137	2 CFR 200, 2 CFR 1500 and 40 CFR 33

[illegible]

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$456,000
2. Fringe Benefits	\$274,436
3. Travel	\$42,480
4. Equipment	\$0
5. Supplies	\$6,000
6. Contractual	\$1,796,000
7. Construction	\$0
8. Other	\$58,000
9. Total Direct Charges	\$2,632,916
10. Indirect Costs: 0.00 % Base : See IC Condition	\$364,634
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$2,997,550
12. Total Approved Assistance Amount	\$2,997,550
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$2,997,550
15. Total EPA Amount Awarded To Date	\$2,997,550

**Attachment 1 - Project Description**

This agreement provides funding under the Inflation Reduction Act (IRA) to the California Air Resources Board to develop a comprehensive, economy-wide climate mitigation plan or update an existing plan in collaboration with air pollution control districts, and large and small municipalities statewide, and tribal governments that will support actions to reduce greenhouse gases (GHG) and harmful air pollutants and to conduct meaningful engagement with low-income and disadvantaged communities. In general, activities include the development, updating, and evaluation of plans to reduce climate pollution (i.e., to reduce GHG emissions and/or enhance carbon sinks). Specific activities include developing a greenhouse gas inventory, quantifying greenhouse gas reduction measures, conducting a low income and disadvantaged communities benefit analysis, review of authority to implement and stakeholder engagement. Three key deliverables will be produced and submitted over the course of the four-year program period, including: a Priority Climate Action Plan (PCAP), due March 1, 2024; a Comprehensive Climate Action Plan (CCAP), due two years from the date of the award; and a Status Report, due at the close of the grant period. Expected outcomes include a PCAP and CCAP that identifies: tons of pollution (GHGs and co-pollutants) reduced over the lifetime of the measures; tons of pollution (GHGs and co-pollutants) reduced annually; and tons of pollution (GHGs and co-pollutants) reduced with respect to low-income and disadvantaged communities. The intended beneficiaries include California residents and visitors, including low-income and disadvantaged community members.

This assistance agreement provides full federal funding in the amount of \$2,997,550. Pre-Award costs are approved back to June 1, 2023.

No subawards are included in this assistance agreement.

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Federal Financial Reporting (FFR)**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to June 30 of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) no later than September 30 of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) within 120 days after the end of the project period.)

### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

*State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.*

### **C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)**

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.



When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. For section 2B, the Region 9 EPA DBA Coordinator is Alexandra Perez, email: [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov), phone: 415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Grants Specialist identified on page 1 of the award document.

## **Programmatic Conditions**

### **Climate Pollution Reduction Grants Specific Programmatic Terms and Conditions**

#### **A. Performance Reporting and Final Performance Report**

##### **Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

##### **Performance Reports - Frequency**

Quarterly performance reports are required to be submitted electronically to the EPA Project Officer within 30 calendar days after the reporting period (every three-month period). Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

July 1 – September 30 Reporting Period: report due date October 30 (note, in year 1, this reporting period should begin at the project start date)

October 1 – December 31 Reporting Period: report due date January 30

January 1 – March 31 Reporting Period: report due date April 30

April 1 – June 30 Reporting Period: report due date July 30

**The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.**

#### **B. Deliverables and Requirements**

**States that accept an award are required to produce and electronically submit the following three deliverables by the date specified:**

1.) By March 1, 2024, a Priority Climate Action Plan (PCAP), which is a narrative report that includes a focused list of near-term, high-priority, implementation ready measures to reduce Greenhouse Gas (GHG) pollution and an analysis of GHG emissions reductions that would be achieved through implementation. These initial plans can focus on a specific sector or selected sectors, and do not need to comprehensively address all sources of GHG emissions and sinks in the jurisdiction. The PCAP must include: a GHG inventory; quantified GHG reduction measures; a low-income and disadvantaged communities benefits analysis; and a review of authority to implement.

2.) A Comprehensive Climate Action Plan (CCAP), due 2 years from the date of the award. The CCAP is a narrative report that should touch on all significant GHG sources/sinks and sectors present in a state or metropolitan area, establish near-term and long-term GHG emission reduction goals, and provide strategies and identify measures to achieve those goals. Each CCAP must include: a GHG inventory; GHG emissions projections; GHG reduction targets; quantified GHG reduction measures; a benefits analysis for the full geographic scope and population covered by the plan; a low-income and disadvantaged communities benefits analysis; a review of authority to implement; a plan to leverage other federal funding; and, a workforce planning analysis.

3.) A Status Report, due at the closeout of the 4-year grant period. This report should include the implementation status of the quantified GHG reduction measures included in the CCAP; any relevant updated analyses or projections supporting CCAP implementation; and, next steps and future budget/staffing needs to continue CCAP implementation.

States must coordinate with municipalities and air pollution control agencies within their state to include priority measures that are implementable by those entities. States are further encouraged to similarly coordinate with tribes. In all cases, the lead organization for a state or metropolitan area PCAP funded through the CPRG program must make the PCAP available to other entities by March 1, 2024 for their use in developing an implementation grant application.

State lead organizations must involve stakeholder groups and the public in the process for developing the PCAP and CCAP. Potential stakeholders include urban, rural, and underserved or disadvantaged communities as well as the general public, governmental entities, federally recognized tribes, Port Authorities, labor organizations, community and faith-based organizations, and private sector and industry representatives.

## **C. Cybersecurity Condition**

### **State Grant Cybersecurity**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements,

including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

#### **D. Competency Policy**

##### **Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **E. Public or Media Events**

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events related to activities accomplished as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

#### **F. Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

##### **1. Quality Assurance Project Plan (QAPP)**

a. Prior to beginning environmental information operations, the recipient must:

i. Develop a QAPP (for existing environmental information),



- ii. Prepare QAPP in accordance with the current version of EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.
- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee approval.

**For Reference:**

- Quality Management Plan (QMP) Standard and EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans, Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.


**G. Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that grantee received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

END-OF-DOCUMENT



# EXHIBIT C

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 97T20001	<b>DATE OF AWARD</b>
		<b>MODIFICATION NUMBER:</b> 0	11/26/2024
		<b>PROGRAM CODE:</b> 5T	<b>MAILING DATE</b>
		<b>TYPE OF ACTION</b> New	12/02/2024
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 90245
<b>RECIPIENT TYPE:</b> State		<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov	
<b>RECIPIENT:</b>		<b>PAYEE:</b>	
AIR RESOURCES BOARD PO BOX 1436 SACRAMENTO, CA 95812-1436 EIN: 68-0288069		AIR RESOURCES BOARD PO BOX 1436 SACRAMENTO, CA 95812-1436	
<b>PROJECT MANAGER</b>	<b>EPA PROJECT OFFICER</b>	<b>EPA GRANT SPECIALIST</b>	
Adam Yang P. O. BOX 1436 SACRAMENTO, CA 95814-1436 Email: Adam.Yang@arb.ca.gov Phone: 279-208-7641	Angela Latigue 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 Email: latigue.angela@epa.gov Phone: 415-947-4170	Alba Espitia Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 Email: espitia.alba@epa.gov Phone: 415-972-3667	
<b>PROJECT TITLE AND DESCRIPTION</b> Inflation Reduction Act - Multipollutant Air Monitoring See Attachment 1 for project description.			
<b>BUDGET PERIOD</b> 10/01/2024 - 09/30/2029	<b>PROJECT PERIOD</b> 10/01/2024 - 09/30/2029	<b>TOTAL BUDGET PERIOD COST</b> \$ 1,035,400.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 1,035,400.00
<b>NOTICE OF AWARD</b>  Based on your Application dated 05/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 1,035,400.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 1,035,400.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b>		<b>ORGANIZATION / ADDRESS</b>	
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> Carolyn Truong - Grants Management Officer			<b>DATE</b> 11/26/2024

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
CARB	2509M9S024	2231	E1SFX	09M2	000AMTXM2	4183	-	-	\$ 1,035,400
									\$ 1,035,400

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 670,000
5. Supplies	\$ 76,000
6. Contractual	\$ 289,400
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 1,035,400
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 1,035,400
12. Total Approved Assistance Amount	\$ 1,035,400
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 1,035,400
15. Total EPA Amount Awarded To Date	\$ 1,035,400



## **Attachment 1 - Project Description**

This agreement provides funding under the Inflation Reduction Act (IRA) to the California Air Resources Board for the expansion and enhancement of their air monitoring activities. Specifically, the recipient will enhance their air toxics program and real-time monitoring.

This agreement provides full federal funding in the amount of \$1,035,400. Preaward costs are approved back to 10/1/2024. Refer to Terms and Conditions.

The activities include purchasing monitoring equipment, training staff, integrating equipment into the existing State and Local Air Monitoring Stations sites, analyzing data, and building a mobile audit laboratory.

The anticipated deliverables include number of new equipment deployed at existing air monitoring sites, number of existing air monitoring sites and equipment supported and upgraded, number of trainings for air quality monitoring, development of quality assurance/quality control documentation, and completion of air monitoring related performance testing and/or audits.

The expected outcomes include long term enhancement of air monitoring capabilities; increased awareness about air pollutants of human health concern in real time and discrete samples in previously unmonitored location, including disadvantaged communities; enhanced air monitoring network operations; and increased ability to conduct mobile performance evaluation audits.

The intended beneficiaries include residents in Northern, Central and Southern California.

No subawards are included in this assistance agreement.

## Administrative Conditions

### General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) no later than **December 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (Per 2 CFR § 200.344(b), the recipient must submit the Final FFR to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) within 120 days after the end of the project period.)

### B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

### C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "Final Report (project completed)" in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Grants Specialist identified on page 1 of the award document.

#### **D. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.



## **Programmatic Conditions**

### **a.] PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

#### **Performance Reports - Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Interim performance and final progress reports must prominently display the three Essential Elements for state work plans: 1) Strategic Plan Goal; (2) Strategic Plan Objective; and (3) Workplan Commitments plus time frame.

(See Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports for more information)

#### **Performance Reports - Frequency**

The recipient agrees to submit semi-annual performance reports electronically to the EPA Project Officer due within 30 days after the end of the reporting period. The reporting periods are:

October 1 – March 31: Due April 30

April 1 – September 30: Due October 30

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

### **b.] CYBERSECURITY CONDITION**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into



systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

### **c.] Data Reporting**

Data and/or related observations must be shared publicly and in a practicable amount of time throughout the lifetime of the project and not only after the project is at or near completion.

### **d.] Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

### **1. Quality Management Plan (QMP)**

a. Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved and current QMP,
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

## **2. Quality Assurance Project Plan (QAPP)**

- a. Prior to beginning environmental information operations, the recipient must:
- i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
  - ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.
- b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 120 days after grant award.
- c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
- d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur

### **For Reference:**

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans.
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

### **e.] Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Air Resources Board received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

### **f.] Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance



Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aai-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **g.] Public or Media Events**

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

#### **h.] Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

#### **i.] Davis-Bacon Related Act Requirements**

##### **1. Program Applicability**

- a. Program Name: Multipollutant Monitoring - IRA Only
- b. Statute Requiring Compliance: Section 314 of the Clean Air Act.
- c. Activities subject to prevailing wage requirements: Construction activities conducted under a multipollutant monitoring grant.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis-Bacon under this grant.

##### **2. Davis-Bacon and Related Acts**

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

### **3. Recipient Responsibilities When Entering Into and Managing Contracts**

#### **a. Solicitation and Contract Requirements:**

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

#### **b. After Award of Contract:**

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

### **4. Recipient Responsibilities When Establishing and Managing Additional Subawards**

#### **a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant:**

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

#### **b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.**

### **5. Consideration as Part of Every Prime Contract Covered by DBRA**

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**### END OF DOCUMENT ###**



# EXHIBIT D

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 97T05701 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 5U		<b>DATE OF AWARD</b> 11/26/2024
		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 12/02/2024
		<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 90245
		<b>RECIPIENT TYPE:</b> State		
<b>RECIPIENT:</b> AIR RESOURCES BOARD PO BOX 1436 SACRAMENTO, CA 95812-1436 <b>EIN:</b> 68-0288069		<b>PAYEE:</b> AIR RESOURCES BOARD PO BOX 1436 SACRAMENTO, CA 95812-1436		
<b>PROJECT MANAGER</b> Adam Yang P. O. BOX 1436 SACRAMENTO, CA 95814-1436 <b>Email:</b> Adam.Yang@arb.ca.gov <b>Phone:</b> 279-208-7641		<b>EPA PROJECT OFFICER</b> Angela Latigue 75 Hawthorne Street, AIR-1-1 San Francisco, CA 94105 <b>Email:</b> latigue.angela@epa.gov <b>Phone:</b> 415-947-4170		<b>EPA GRANT SPECIALIST</b> Alba Espitia Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 <b>Email:</b> espitia.alba@epa.gov <b>Phone:</b> 415-972-3667
<b>PROJECT TITLE AND DESCRIPTION</b> Inflation Reduction Act - Air Quality Sensors in Low-Income and Disadvantaged Communities <p>The agreement provides funding under the Inflation Reduction Act (IRA) to the California Air Resources Board (CARB). Specifically, CARB will deploy new and real-time air quality sensors to tribal and disadvantaged communities for continuous measurement of PM, BC, VOCs, and other gases.</p> <p>This agreement provides full federal funding in the amount of \$55,914. Preaward costs are approved back to 10/1/2024. Refer to Terms and Conditions.</p> <p>The activities include procurement of lower-cost air quality sensors; training staff, disadvantaged communities, and tribal groups on instrument operation; and deployment of sensors to increase the existing sensor network. The anticipated deliverables include deployment of air quality sensors in/near low-income or disadvantaged communities; near real-time air quality data availability for low-income or disadvantaged communities; development of trainings and outreach materials; and development of quality assurance/quality control documentation to guide air quality sensor usage.</p> <p>The expected outcomes include increased community awareness and education; increased access to information so that community members can understand air quality in their community; and increased number sensors deployed in low-income and disadvantaged communities.</p> <p>The intended beneficiaries include residents in Central and Southern California.          No subawards are included in this assistance agreement.</p>				
<b>BUDGET PERIOD</b> 10/01/2024 - 09/30/2029	<b>PROJECT PERIOD</b> 10/01/2024 - 09/30/2029	<b>TOTAL BUDGET PERIOD COST</b> \$ 55,914.00	<b>TOTAL PROJECT PERIOD COST</b> \$ 55,914.00	
<b>NOTICE OF AWARD</b> <p>Based on your Application dated 05/01/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 55,914.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 55,914.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Carolyn Truong - Grants Management Officer				<b>DATE</b> 11/26/2024

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 0	\$ 55,914	\$ 55,914
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 0	\$ 55,914	\$ 55,914

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.034 - Surveys-Studies-Investigations-Demonstrations and Special Purpose Activities relating to the Clean Air Act	Inflation Reduction Act: Sec. 60105c Clean Air Act: Sec. 103	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
CARB	2509M9S023	2231	E1SFX	09M2	000AMTXM3	4183	-	-	\$ 55,914
									\$ 55,914

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 37,824
5. Supplies	\$ 0
6. Contractual	\$ 18,090
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 55,914
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 55,914
12. Total Approved Assistance Amount	\$ 55,914
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 55,914
15. Total EPA Amount Awarded To Date	\$ 55,914



## Administrative Conditions

### General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-later>

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### B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR § 200.319. In accordance with 2 CFR § 200.324, the recipient and subawardee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications. *State and Tribal government entities must follow procurement standards as outlined in 2 CFR § 200.317.*

### C. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

## **Programmatic Conditions**

### **a.] PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

#### **Performance Reports - Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

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(See Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports for more information)

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systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

### **c.] Data Reporting**

Data and/or related observations must be shared publicly and in a practicable amount of time throughout the lifetime of the project and not only after the project is at or near completion.

### **d.] Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

### **1. Quality Management Plan (QMP)**

a. Prior to beginning environmental information operations, the recipient must:

- i. Submit a previously EPA-approved and current QMP,
- ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 120 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's Quality Management Plan (QMP) Standard.

## **2. Quality Assurance Project Plan (QAPP)**

- a. Prior to beginning environmental information operations, the recipient must:
- i. Submit a previously EPA-approved QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
  - ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the previously EPA-approved QAPP is acceptable for this agreement.
- b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 120 days after grant award.
- c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
- d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur

### **For Reference:**

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans.
- EPA's Quality Program website has a list of QA managers, and Specifications for EPA and Non-EPA Organizations.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

### **e.] Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Air Resources Board received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

### **f.] Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance



Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aai-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **g.] Public or Media Events**

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

#### **h.] Geospatial Data Standards**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

#### **i.] Davis-Bacon Related Act Requirements**

##### **1. Program Applicability**

- a. Program Name: Air Quality Sensors in Low-Income and Disadvantaged Communities - IRA Only
- b. Statute Requiring Compliance: Section 314 of the Clean Air Act.
- c. Activities subject to prevailing wage requirements: Construction activities conducted under an Air Quality Sensors in Low-Income and Disadvantaged Communities grant.
- d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis-Bacon under this grant.

##### **2. Davis-Bacon and Related Acts**

Davis-Bacon and Related Acts (DBRA) (<https://www.dol.gov/agencies/whd/government-contracts/construction>) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- a. Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- b. Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- c. Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000.

### **3. Recipient Responsibilities When Entering Into and Managing Contracts**

#### **a. Solicitation and Contract Requirements:**

(1) Include the Correct Wage Determinations in Bid Solicitations and Contracts: Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

(2) Include DBRA Requirements in All Contracts: Include the following text on all contracts under this grant:

“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

#### **b. After Award of Contract:**

(1) Approve and Submit Requests for Additional Wages Rates: Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

(2) Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions: Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

### **4. Recipient Responsibilities When Establishing and Managing Additional Subawards**

#### **a. Include DBRA Requirements in All Subawards (including Loans): Include the following text on all subawards under this grant:**

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients (<https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts>).”

#### **b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.**

### **5. Consideration as Part of Every Prime Contract Covered by DBRA**


The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

**### END OF DOCUMENT ###**

# EXHIBIT E



5X - 98T56901 - 0 Page 1

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 98T56901 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 5X		<b>DATE OF AWARD</b> 08/24/2023
		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 08/29/2023
		<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> 90245
		<b>RECIPIENT TYPE:</b> State		
<b>RECIPIENT:</b> Air Resources Board 1001 I Street Sacramento, CA 95814-2828 <b>EIN:</b> 68-0288069		<b>PAYEE:</b> Air Resources Board 1001 I Street Sacramento, CA 95814-2828		
<b>PROJECT MANAGER</b> Adam Yang 1001 I Street Sacramento, CA 95814-2828 <b>Email:</b> Adam.Yang@arb.ca.gov <b>Phone:</b> 279-208-7641		<b>EPA PROJECT OFFICER</b> Angela Latigue 75 Hawthorne Street, AIR-1 San Francisco, CA 94105 <b>Email:</b> latigue.angela@epa.gov <b>Phone:</b> 415-947-4170		<b>EPA GRANT SPECIALIST</b> Alba Espitia Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 <b>Email:</b> espitia.alba@epa.gov <b>Phone:</b> 415-972-3667
<b>PROJECT TITLE AND DESCRIPTION</b> Inflation Reduction Act - CAA Special Purpose Activities See Attachment 1 for project description.				
<b>BUDGET PERIOD</b> 07/01/2023 - 06/30/2026	<b>PROJECT PERIOD</b> 07/01/2023 - 06/30/2026	<b>TOTAL BUDGET PERIOD COST</b> \$499,100.00	<b>TOTAL PROJECT PERIOD COST</b> \$499,100.00	
<p align="center"><b>NOTICE OF AWARD</b></p> <p>Based on your Application dated 03/25/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$499,100.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$499,100.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 9, Air and Radiation Division, AIR-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Carolyn Truong - Grants Management Officer				<b>DATE</b> 08/24/2023





Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$168,800
5. Supplies	\$21,900
6. Contractual	\$189,600
7. Construction	\$0
8. Other	\$118,800
9. Total Direct Charges	\$499,100
10. Indirect Costs: 0.00 % Base : N/A	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$499,100
12. Total Approved Assistance Amount	\$499,100
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$499,100
15. Total EPA Amount Awarded To Date	\$499,100

### **Attachment 1 - Project Description**

The purpose of this competitively selected grant is to conduct ambient air monitoring of pollutants of greatest concern in communities with environmental and health outcome disparities stemming from pollution and the COVID-19 pandemic.

This assistance agreement provides full federal funding in the amount \$499,100. Pre-Award costs approved back to July 1, 2023.

These funds will be used to support community and local efforts to monitor their own air quality and to promote air quality monitoring partnerships between communities and tribal, state, and local governments that leverage existing air quality expertise, expand use of community monitoring groups and other approaches that give the community a voice in the monitoring of the air quality, and build a foundation of trusting relationships and enhanced understanding from which sustainable solutions to community air pollution problems can be found. Specifically, the recipient utilize community engagement and partnership to co-design and implement air quality monitoring in two distinct environmental justice (EJ) communities in California with the goal to inform the development of a statewide community air monitoring program and guide the enhancement of CARB's air toxics program. Expected deliverables include purchasing continuous PM2.5 monitor(s) to replace filter-based PM2.5 monitor(s). Expected Outcomes: Full automation of PM2.5 monitors will provide all communities fine particulate data of the same quality and allow them to compare continuous data streams in nearby areas. Operation of PM2.5 or other NAAQS pollutants air monitoring in accordance with all EPA requirements leading to collection of quality assured ambient air quality data to help ensure that more Americans are living and working in areas that meet high air quality standards. Intended Beneficiaries: Direct beneficiaries of these activities are community residents who will have decreased risk of adverse health effects, including cancer and neurological effects. Subrecipient will work with recipient for planning and air monitoring activities.

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Federal Financial Reporting (FFR)**

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **June 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to [rtfpc-grants@epa.gov](mailto:rtfpc-grants@epa.gov) no later than **October 30** of the same calendar year. Find additional information at <https://www.epa.gov/financial/grants>. (NOTE: The grantee must submit the Final FFR to [rtfpc-grants@epa.gov](mailto:rtfpc-grants@epa.gov) within 120 days after the end of the project period.)

### **B. Procurement**

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

*State recipients must follow procurement procedures as outlined in 2 CFR Part 200.317.*

### **C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)**

The recipient agrees to submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at <https://www.epa.gov/grants/epa-grantee-forms>

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at \$250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.



When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. For section 2B, the Region 9 EPA DBA Coordinator is Alexandra Perez, email: [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov), phone: 415-972-3826.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov) and the EPA Grants Specialist identified on page 1 of the award document.

#### **D. Indirect Costs**

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

### **Programmatic Conditions**

#### **a. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

##### **Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

##### **Performance Reports - Frequency**

The recipient agrees to submit **quarterly** performance reports electronically to the EPA Project Officer within 30 days after the quarterly reporting period ends.

Quarterly reports are due according to the following schedule:

- April 1 to June 30; Reporting Period: report due July 31;
- July 1 to Sep. 30; Reporting Period: report due October 31;
- Oct. 1 to Dec. 31; Reporting Period: report due January 31; and
- Jan. 1 to March 31; Reporting Period: report due April 30.

If a project start-date falls within a defined Reporting Period, the recipient must report for that period by the given due date. If a due date falls on a weekend or holiday, the report will be due on the next business day. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

The recipient must submit the **final** performance report no later than 120 calendar days after the end date of the period of performance.

**Subaward Performance Reporting:**

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

**b. DATA REPORTING**

Data and/or related observations must be shared publicly and in a practicable amount of time throughout the lifetime of the project and not only after the project is at or near completion.

**c. CYBERSECURITY CONDITION**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

**d. COMPETENCY POLICY**

## Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements,

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

### e. PUBLIC OR MEDIA EVENTS

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to this project as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

### f. QUALITY ASSURANCE

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement [a/the] Quality Assurance (QA) planning document[s] in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

- Quality Management Plan (QMP) Standard and EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- EPA QA/G-5: Guidance for Quality Assurance Project Plans, Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.
- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

### g. USE OF LOGOS

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the California Air Resources Board received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

### h. DURC/iDURC

The recipient agrees to not initiate any life sciences research involving agents and toxins identified in Section 6.2.1 of the United States Government Policy for Institutional Oversight of Life Sciences Dual Use Research of Concern (iDURCPolicy) until appropriate review and clearance by the recipient institution's Institutional Review Entity (IRE). The recipient also agrees to temporarily suspend life sciences research in the event that, during the course of the research project, the IRE determines that the life sciences research meets the definition of DURC in the iDURCPolicy, and the recipient agrees to notify the EPA Institutional Contact for Dual Use Research (ICDUR) ([DURC@epa.gov](mailto:DURC@epa.gov)) of the institution's determination.

**i. EQUIPMENT DISPOSITION:**

In accordance with 2 CFR 200.313, when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer. Disposition instruction will be the following: Items of equipment with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.

**END-OF-DOCUMENT**



# EXHIBIT F

**From:** [EPA OAR Grant Documentation](#)  
**To:** [Szambelan, Sarah Jo@ARB](#); [Byous, Eric](#)  
**Cc:** [Mattes, Amanda@EPA](#); [Yeary, Asia \(she/her/hers\)](#); [Hanson, Matthew](#); [bowen.sharon@epa.gov](#); [Ng, Allison](#); [Boyd, Chelsea](#); [RTI Admin Earth](#); [earth contract](#)  
**Subject:** RE: CPRG Planning Grant: California Quarterly Report for 10.01.24 - 12.31.24  
**Date:** Monday, February 3, 2025 07:16:07

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

In accordance with the Executive Order Unleashing American Energy, unobligated funds (including unobligated commitments) appropriated by the Inflation Reduction Act of 2022 (P.L. 117-169) and the Infrastructure Investment and Jobs Act (P.L. 117-58) are paused. Pursuant to this pause, responses to inquiries to these inboxes are temporarily stopped. Thank you.

Tetra Tech  
Contractor to the U.S. Environmental Protection Agency

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**From:** Szambelan, Sarah Jo@ARB <SarahJo.Szambelan@arb.ca.gov>  
**Sent:** Friday, January 31, 2025 7:55 PM  
**To:** Byous, Eric <Byous.Eric@epa.gov>; [EPA\\_OAR\\_Grant\\_Documentation](#) <[EPA\\_OAR\\_Grant\\_Documentation@tetrattech.com](#)>  
**Cc:** Mattes, Amanda@EPA <Amanda.Mattes@calepa.ca.gov>; Yeary, Asia (she/her/hers) <Yeary.Asia@epa.gov>  
**Subject:** CPRG Planning Grant: California Quarterly Report for 10.01.24 - 12.31.24

Dear all,

Please find attached California's quarterly report for our CPRG planning grant for the period of Oct. 1 through Dec. 31, 2024.

I wanted to flag that in the "Fiscal Quarterly Reporting" tab, I have listed in red text items we are still processing. These are for your awareness until we have actual figures to report.

Thanks very much and please be in touch with any questions or comments.  
Sarah Jo

--

Sarah Jo Szambelan (She / Her)  
International & Federal Advisor | Executive Office  
California Air Resources Board  
[SarahJo.Szambelan@arb.ca.gov](mailto:SarahJo.Szambelan@arb.ca.gov) | VoIP: 279-842-9117

# EXHIBIT G

Recipient : AIR RESOURCES BOARD (0664511)				
Federal Agency : RTPFC-Grants (68128933)				
Cash on Hand : \$			Total : \$	
Account ID	Account Status	Requestor Reference Number	Available Balance	Amount Requested
	Open	test	\$27,781.89 \$	
	Open	test	\$383,393.16 \$	
	Open	test	\$2,838,849.61 \$	
	Open	test	\$1,035,400.00 \$	
	Open	test	\$55,914.00 \$	
	Open	test	\$499,100.00 \$	
	Open	test	\$252,282.87 \$	
	Open	test	\$6,637,508.00 \$	
	Open	test	\$1,323,376.59 \$	
	Open	test	\$933,105.00 \$	
	Open	test	\$136,653.50 \$	
	Open	test	\$657,877.11 \$	
	Open	test	\$2,547,795.53 \$	
	Liquidated	test	\$259,611.68 \$	
	Open	test	\$548,713.11 \$	
	Open	test	\$66,743.19 \$	
	Open	test	\$1,453,821.86 \$	



# EXHIBIT H

**From:** [Yang, Jer@ARB](mailto:Yang, Jer@ARB)  
**To:** [Latigue, Angela](#); [Espitia, Alba](#); [Yeary, Asia](#)  
**Cc:** [Kerndt, Jessica@ARB](mailto:Kerndt, Jessica@ARB); [Dumlao, Cecilia@ARB](mailto:Dumlao, Cecilia@ARB); [Buffington, Michelle@ARB](mailto:Buffington, Michelle@ARB)  
**Subject:** FW: ASAP Funds  
**Date:** Tuesday, February 4, 2025 08:54:29  
**Attachments:** [Rhode Island TRO.pdf](#)  
[DDC TRO.pdf](#)  
[USDOJ Notice of Court Order.pdf](#)  
[image001.png](#)

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Good morning,

Please note that two federal courts have issued temporary restraining orders (attached) prohibiting federal agencies from implementing recent direction to pause, freeze, impede, block, cancel, or terminate disbursement of federal financial assistance or otherwise impede the States' access to such awards and obligations, except on the basis of the applicable authorizing statutes, regulations, and terms. And the U.S. Department of Justice has provided your agency with the attached "Notice of Court Order," which directs, among other things, that "Federal agencies cannot pause, freeze, impede, block, cancel, or terminate any awards or obligations on the basis of the OMB Memo [M-25-13, dated Jan. 27, 2025], or on the basis of the President's recently issued Executive Orders."

As of the afternoon of February 3, 2025, Pacific Time, however, our grants 5A98T65301, 5D98T67201, 5T97T20001, 5U97T05701, and 5X98T56901 are not visible to us in the ASAP system. We request that those funds immediately be unfrozen, consistent with the federal court orders and U.S. DOJ's direction.

Please advise by 3 p.m. Eastern Time (12 p.m. Pacific Time) today, February 4, as to whether you have complied with the court's orders, or any reason why you have not unfrozen these funds.

Thank you,



Jer Yang  
FSD  
Federal Fund and Bonds Unit  
VOIP: (279) 216-0282